



Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

Office of Procurement and Support Services

April 8, 2021

VIA EMAIL TRANSMISSION

Addendum 2
Issued: April 8, 2021
REQUEST FOR PROPOSALS
Maryland Board of Physicians Supervisors Program RFP
OPASS 21-18994
eMMA# BPM023264

All persons who are known by the Issuing Office to have received the above-referenced RFP are hereby advised of the following revisions:

Note: underlined text has been added and strikethrough text has been removed

REVISION TO RFP KEY INFORMATION SUMMARY SHEET

Please note the Proposal Submission Date has been extended. The new Proposal Due (closing) Date and Time is as follows: **Wednesday, May 5, 2021 at 2:00 p.m. Local Time.**

Subsection 2.1.4 Summary Statement

The section has been removed.

~~2.1.4 Maryland State and local entities as defined in the Finance and Procurement Article § 13-110(a)(5)(i) and not for profit entities within the State of Maryland may purchase from the Contractor goods or services covered by the Contract at the same prices chargeable to the State. All such purchases by non executive branch entities, non State governments, government agencies or not for profit entities:~~

- ~~A. Shall constitute Contracts between the Contractor and that government, agency or not for profit entity;~~
- ~~B. Shall not constitute purchases by the State or State agencies under the Contract;~~
- ~~C. Shall not be binding or enforceable against the State; and~~

~~D. — May be subject to other terms and conditions agreed to by the Contractor and the purchaser.~~

~~**2.1.5** — All Contract prices, terms, and conditions must be provided to any Maryland local government or not for profit entity requesting services under the Contract. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.~~

Subsection 2.3.1 Contract Requirements

The section shall now read:

B. General - The Contractor will recruit and engage qualified physicians and allied health practitioners. Qualified physicians and allied health practitioners are individuals who are licensed and who have a minimum of five years clinical post-training experience. To the extent practicable, Supervisors should be licensed in Maryland, engaged in the practice of medicine in Maryland, and for physicians, be Board-certified by the American Board of Medical Specialties or the American Osteopathic Association in the relevant discipline or have special qualifications to educate the Respondent regarding the matter at hand. Supervisors shall have no prior disciplinary history and shall not be currently under investigation with a state licensing or disciplinary board (including Maryland), or by a comparable body in the armed services, or the Veterans Administration or by a court of any state or country. The Supervisors may not have any personal or professional relationship with the Respondent. The Supervisors also must be in the geographical vicinity of the Respondent or able to easily travel to the relevant geographical vicinity. The Contractor will sign an affidavit to this effect. ~~See attachment.~~

Subsection 2.3.4.10 Administrative Prosecution

The section shall now read:

E. The Supervisor shall be required to testify at an administrative hearing before an Administrative Law Judge if the case goes to a hearing. Testimony before an Administrative Law Judge may occur across one or more days depending on how a case is scheduled.

Subsection 2.3.6 Withdrawal Provision

The section shall now read:

C. This section is in addition to and not in substitution for the contractual provisions on funding and termination as stated in Section 2.3.7

Subsection 2.4.1 D Deliverable Submission

The section shall now read:

D. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 0 Minimum Deliverable Quality.

Subsection 3.2 End of Contract Transition

The section shall now read:

- C. Personally contact each Respondent and Supervisor in advance of the termination date to confirm that they have notice of an understanding that monitoring services will be provided by the Board or a new contractor after the termination date.

No new cases for supervision will be referred to the Contractor in the two (2) months prior to the expiration of the contract. For supervision periods ending between one (1) and two (2) months prior to the expiration of the contract, the Contractor shall cease monitoring on those cases after the last quarterly report is submitted to the Board. Should any quarterly supervision periods begin during the last month of the contract for cases that were already referred, the Contractor is expected to oversee the supervision and provide the Board with a quarterly report for the remaining quarter of that case. The Board will compensate the Contractor for all cases whose supervision periods extends beyond the expiration of the contract.

Subsection 3.3.2 Invoice Submission Schedule

The section shall now read:

- A. Invoices shall be submitted by the 15th day of the new quarter for activities concluded during the preceding quarter and include a listing by individual case, with the Board's assigned case number, and by component completed in each case. Invoices will not be paid until after the submission of an acceptable, completed quarterly report to the Board.

- B. The Board will pay the amount according to the Contractors' accepted rates in its Bid: 1) per timely delivery of an acceptable, completed Supervisor's quarterly reports and 2) per the Supervisor's consultation with Board staff as performed (paid by half hour); 3) per the Supervisor's consultation with Administrative Prosecutors from the Office of the Attorney General as performed (paid by half hour); and 3) per case in which expert testimony in an administrative hearing is given (per diem). The Board will pay an all in-inclusive rate per deliverable only; all administrative, personnel, legal and overhead expenses are the Contractor's responsibility. Payment will be made within 30 days of receipt of the properly completed invoice which lists separately:

1. The timely Quarterly Supervisor report which has met these specifications;
2. The consultations completed with Board staff or Administrative Prosecutors, as certified by Board staff or the Administrative Prosecutor; and
3. The instances of testimony that were required and occurred.

- D. Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) one million dollars (\$1,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State’s claimants or employers is processed or stored.

Subsection 3.7.4 A Security Incident Response

The section shall now read:

- A. The Contractor shall notify the Md. Board of Physicians in accordance with **Section 3.7.5A-B** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:

Subsection 3.7.7 Data Breach Responsibilities

The section shall now read:

- 3.7.7** Provisions in **Sections <<3.7.1 – 3.7.7>>** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections <<3.7.4-3.7.10>>** (or the substance thereof) in all subcontracts.

Subsection 4.31.1 Non-Disclosure Agreement

The section has been removed.

4.31.1 Non-Disclosure Agreement (Offeror)

~~Certain documentation may be available for potential Offerors to review at a reading room at 4201 Patterson Ave., 4th Floor, Baltimore, Md. 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix <<Offeror NDA Attachment Number>>**. Please contact the Procurement Officer to schedule an appointment.~~

Subsection 5.3.2 Volume I - Technical Proposal

The section shall now read:

- F. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
- 5) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Contract Monitor should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.

The Md. Board of Physicians seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of

Section 3.10.2 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. ~~The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.~~

Attachment M Contract: Subsection 37 Contract Monitor and Procurement Officer

The section shall now read:

- 37.1 The Contract Monitor is the State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Md. Board of Physicians may change the Contract Monitor at any time by written notice to the Contractor.

